

## CHARLES H. JAMISON

REALTOR

\$ 500.00

Poolesville, Md.

July 29 1959

RECEIVED FROM Frederick Snyder

a deposit of Five Hundred Dollars (\$500.00)

{ Check }  
{ Cash }

to be applied as part payment of the purchase of the late Charles Harris lot which was bequeathed to the children of Charles H. & Laura C. Jamison, containing 28 ~~with improvements thereon~~ acres, more or less, located one-half mile west of Mt. Ephriam-Park Mills Road and on the Turner's Store-Furnace Ford Road now known as Proctor Road, Urbana Election District, Frederick County

in the State of Maryland, upon the following terms of sale:

(1) Price Ten Thousand Five Hundred Dollars (\$10,500.00)

(2) Purchaser agrees to pay Twenty Four Hundred Dollars

(\$2400.00) cash at the date of conveyance, of which sum this deposit shall be a part.

(3) The purchaser is to <sup>give Chas. H. & Laura C. Jamison children</sup> ~~or Trustee or Adminr~~ first purchase money mortgage secured on the premises of Eighty-one Hundred Dollars (\$8100.00) due in 10 years, 19, bearing interest at the rate of 6% per cent per annum, payable \$75.00 per month including interest, or more at the option of the purchaser, each installment when so paid to be applied, first to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.

(4) For the balance of deferred purchase money amounting to None Dollars (\$.....)

purchaser is to execute and deliver a second deed of trust secured on said premises, to be paid in monthly installments of Dollars (\$.....) or more, including interest at the rate of per cent per annum, each installment when so paid to be applied, first to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.

Trustees in all deeds of trust are to be named by the parties secured thereby.

(5) The property is sold free of encumbrance, except as aforesaid; title is to be good and merchantable, subject, however, to covenants, conditions and restrictions of records; otherwise, the deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and Agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken promptly by and at the seller's expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such action.

(6) Seller agrees to execute and deliver a good and sufficient special warranty deed, and to pay for Federal revenue stamps on the deed.

(7) Property is sold and shall be conveyed subject to an existing tenancy as follows:

None

Seller agrees to give possession at time of settlement. If the seller fails so to do and occupies said property, seller shall become and be thereafter a tenant by sufferance of the purchaser, and hereby expressly waives all notice to quit provided by law.

(8) Seller assumes the risk or loss or damage to said property by fire or other casualty until the executed deed of conveyance is delivered to the purchaser or is recorded for him by the Title Company making the settlement.

(9) All notices of violation of Municipal orders or requirements noted or issued by any Department of Montgomery County, Md., or actions in any court on account thereof, against or affecting the property at the date of settlement of this contract, shall be complied with by the seller, and the property conveyed free thereof.

(10) Settlement is to be made at the office of the Agent or at the Title Company searching the title, and deposit with the Agent or at the Title Company of the cash payment as aforesaid, the deed of conveyance and such other papers as are required by the terms of this contract shall be deemed and construed as a good and sufficient tender of performance of the terms hereof.

(11) Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special are to be adjusted according to the certificate of taxes as issued by the Collector of Taxes of Montgomery County, Md., except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer.